

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract # 720C-04273-10R00

Licenses, Maintenance and Support for Building Maintenance Software System

This Contract entered into this 26th day of August 2010, including Exhibits A and B incorporated herein by reference and attached, constitutes the entire Contract between Four Rivers Software Systems, 1501 Ardmore Boulevard, Pittsburg, PA 15221, hereinafter referred to as "Four Rivers" or "Contractor" and Commonwealth of Virginia, Department of Behavioral Health and Developmental Services (DBHDS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as "DBHDS".

DBHDS facilities included in this contract are as follows:

Southside Virginia Training Center – Core License

Catawba Hospital

Central Virginia Training Center

Northern Virginia Mental Health Institute

Northern Virginia Training Center

Eastern State Hospital

Southern Virginia Mental Health Institute

Southwestern Virginia Mental Health Institute

Southwestern Virginia Training Center

Southeastern Virginia Training Center

Virginia Center for Behavioral Rehabilitation

Western State Hospital

DBHDS reserves the right to add or delete facilities to this contract.

WITNESSETH that Four Rivers and DBHDS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: Four Rivers shall provide the services to DBHDS as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From September 1, 2010 through August 31, 2011.

- 1.0 Contract Authority As instructed by VITA on June, 28, 2010, this contract is written under the Department Of Corrections (DOC) contract with Four Rivers, DOC contract number DOC-03-041 (Virginia Information Technology Agency (VITA) contract # VA-041573-4RSS and is subject to the terms and conditions of the DOC contract.
- 2.0 Terms and Conditions All terms and conditions that apply to this contract shall remain the same as detailed on the DOC contract.
- 3.0 Software Maintenance and Support and Cost of Services All Software Maintenance and Support provided under this contract shall be in accordance with the enclosed Attachment A, Four Rivers Software Systems proposal #16647-4 dated August 19, 2010.
- 4.0 Payment Terms Payment terms that apply to this contract shall be in accordance with the Virginia Prompt Payment Act.
- 5.0 Travel Expenses Any travel required in the performance of this contract for on-site services necessary in the performance of this contract by Four Rivers, must be pre-approved by DBHDS and shall be reimbursed in accordance with the Commonwealth of Virginia State Travel Regulations current at time of travel.
- 6.0 Hosting Services and Software Maintenance and Support Cost All hosting services and software maintenance and support cost shall be in accordance with Exhibit "A" titled "Software Maintenance and Support Cost and Hosting Services Cost". The software maintenance and support services to be provided under this contract are detailed in Exhibit "A". Cost reflect Four Rivers Proposal # 16647 – 4, Created: Thursday, August 19, 2010.
- 7.0 Invoicing The total yearly cost of services shall be billed at the beginning of each contract term, divided equally between the DBHDS facilities listed on this contract.
- 8.0 Statement of Work (SOW) for Hosting Services All hosting services shall be performed in accordance with Exhibit 'B' title "Statement of work (SOW) for Hosting Services" Statement of work reflects Four Rivers Proposal # 16647 – 3, SOW Issue# 175988.
- 9.0 eVA Purchase Orders Each DBHDS facility under this contract will issue eVA purchase orders against this contract in the amount listed on the Four Rivers Software System invoice in accordance with Section 7.0 "Invoicing."

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Four Rivers Software Systems, Inc.

By: Henry Wilde ^{KWR}
Henry Wilde
Chairman & CEO

Date: 9/21/10

Department of Behavioral Health and Developmental Services

By: Joy S. Lazarus
Joy S. Lazarus
Director, Office of Administrative Services

Date: 9/23/10

Exhibit A

SOFTWARE MAINTENANCE AND SUPPORT COST AND HOSTING SERVICES COST

⌘ Investment Summary

Investment Item	Items	Investment
One-time Charges		
Software		
Core Software		\$0.00
Add-on Module Software		\$0.00
Total Software		\$0.00
Services		
Consulting Services		\$0.00
Project Management Services		\$0.00
Training Services		\$0.00
Integration Services		\$0.00
Data Services		\$0.00
TMS OnLine - One Time		\$0.00
Total Services		\$0.00
Total Hardware		\$0.00
Miscellaneous One-time Charges		\$0.00
Total One-Time Charges		\$0.00
Recurring Charges		
Hosting Services	1	\$22,000.00
Software Maintenance and Support	11	\$18,097.19
TMS OnLine - Recurring		\$0.00
Miscellaneous Recurring Charges		\$0.00
Total Recurring Charges	12	\$40,097.19
Total One-time and Recurring Charges	12	\$40,097.19
Travel and Living Expenses		\$0.00

⌘ Items included - Software Maintenance and Support

Item #	Description	Qty	Ext Price
1	<p>Software Maintenance and Support for TMS Enterprise for (1) year. Includes software updates and maintenance. Includes access to the Customer Care Center and telephone support per Software Maintenance Agreement. DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-SL at \$3,173.63 Each</p> <p>Note: The User Segment for the core license will be for Southside VA Training Center. Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.</p>	1	\$3,173.63
2	<p>Software Maintenance and Support for TMS Enterprise for (1) User Segment License for (1) year. Requires (SM-TE-SL).</p> <p>Model #: SM-TE-SEG at \$453.38 Each</p> <p>Note: Additional User Segments are for Catawba Hospital, Central VA Training Center, Northern VA Mental Health Institute, Northern VA Training Center, Eastern State Hospital, Southern VA Mental Health Institute, Southwestern VA Mental Health Institute, Southwestern VA Training Center, Southeastern VA Training Center, VA Center for Behavioral Rehabilitation, Western State Hospital. Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.</p>	11	\$4,987.18
3	<p>Software Maintenance and Support for TMS Enterprise for the Dashboard Module for (1) year. Requires (TE-DASH-1). DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-DASH-1 at \$500.00 Each</p> <p>Note: Support coverage 9/1/2010 - 8/31/2011. Non - GSA item.</p>	1	\$500.00

4	<p>Software Maintenance and Support for TMS Enterprise for the Dispatch Module for (1) year. Requires (SM-TE-SL). DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-DISP at \$453.38 Each</p> <p>Note: Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.</p>	1	\$453.38
5	<p>Software Maintenance and Support for TMS Enterprise for Pager Interface for (1) year. Requires (SM-TE-SL). DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-PAGE at \$453.38 Each</p> <p>Note: Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.</p>	1	\$453.38
6	<p>Software Maintenance and Support for TMS Enterprise for Survey Module for (1) year. Requires (SM-TE-SL). DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-SUR at \$453.38 Each</p> <p>Note: Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.</p>	1	\$453.38
7	<p>Software Maintenance and Support for one TMS Connect DBHDS Interface License for 1 physical database for one year. Requires (TE-TC-CUST). DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-TC-CUST at \$500.00 Each</p> <p>Note: This is for the Interfaces to Trane and VFA. Support coverage 9/1/2010 - 8/31/2011. Non - GSA item.</p>	2	\$1,000.00
8	<p>Software Maintenance and Support for TMS Enterprise for Web Request for (1) year. Requires (SM-TE-SL). DBHDS responsible for installation of software updates.</p> <p>Model #: SM-TE-WR-SEG1 at \$204.02 Each</p> <p>Note: Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.</p>	12	\$2,448.24

9	Software Maintenance and Support for one TMS Now Wireless Standard Edition Software License for one database for one year. Requires (TE-NS-WIRE) Model #: SM-TE-NS-WIRE at \$500.00 Each Note: Support coverage 9/1/2010 - 8/31/2011. Non - GSA item.	1	\$500.00
10	Software Maintenance and Support for one TMS Now Wireless User License for one database for one year. Requires (TE-N-WIRE-1) Model #: SM-TE-N-WIRE-1 at \$18.14 Each Note: Support coverage 9/1/2010 - 8/31/2011. GSA schedule GS-35F-0886R.	200	\$3,628.00
11	Software Maintenance and Support for TMS Enterprise Snap-in software license for (1) year. Requires (TE-SNAP). DBHDS responsible for installation of software updates. Model #: SM-TE-SNAP at \$500.00 Each Note: This is for the Work Order Snap-In. Support coverage 9/1/2010 - 8/31/2011. Non - GSA item.	1	\$500.00
12	TMS Enterprise Site Hosting and Administration Services. FRSoft to host customer TMS Enterprise software license at FRSoft TMS OnLine site for (1) year. This item requires a written Statement of Work (SOW), Exhibit "B", which both organizations must sign before work will begin. It includes the description of the work to be done and the delivery timeframe. Model #: SHA-Ent at \$22,000.00 Each Note: See detailed Statement of Work. Non - GSA item.	1	\$22,000.00

Exhibit B

Statement of Work (SOW) for Hosting Services

1.0 REVISION HISTORY

1.1 Revision History

Version	Date Created	Author	Description of Changes or signoff
100527.1	5/27/2010	Mark S. Brand	Sales – Initial Draft
100602.2	6/2/2010	Mark S. Brand	Sales – Add corrected number of segments
100603.3	6/3/2010	Barbara	Proofreading Updates

2.0 BUSINESS PROBLEM

2.1 The business problem is that DBHDS has a need for hosting services for TMS Enterprise and related products for September 1, 2010 to August 31, 2011.

3.0 PROPOSED SOLUTION

3.1 Overview

Four Rivers shall provide DBHDS with hosting services for TMS Enterprise and related products. Included add-on modules:

- 11 Additional User Segments (The core license includes the User Segment for South Side VA Training Center. The additional 11 User Segments are for Catawba Hospital, Central VA Training Center, Northern VA Mental Health Institute, Northern VA Training Center, Eastern State Hospital, Southern VA Mental Health Institute, Southwestern VA Mental Health Institute, Southwestern VA Training Center, Southeastern VA Training Center, VA Center for Behavioral Rehabilitation, and Western State Hospital).
- 12 TMS Web Request
- Dashboard Module
- Dispatch Module
- Pager Interface
- Survey Module
- 2 Custom Interfaces (Trane and VFA)
- TMS Now Wireless Standard Edition License
- 200 TMS Now Wireless User Licenses

3.2 Assumptions

DBHDS will be able to access Four Rivers' TMS OnLine Servers via Internet Explorer with a URL provided by Four Rivers.

3.3 Deliverables

Four Rivers shall install and setup TMS Enterprise and related products on the Four Rivers TMS OnLine Servers and provide hosting services. Four Rivers will provide the following backup solution:

Full backup – Once per week

Differential backup – Once per day

Transaction log backup – Once every two hour

3.4 Requirements

DBHDS end user workstations must meet or exceed the current minimum system requirements for TMS Enterprise as found at the Information Center on www.frsoft.com.

3.5 DBHDS Responsibilities

DBHDS must meet the system requirements that were stated in Section 3.4.

3.6 Items Explicitly Excluded

DBHDS will only have access to their production database with the software and add-on modules mentioned in section 3.1. Any additional databases, such as a training or test database will incur an additional fee. Also, DBHDS will not have direct remote desktop access to the Four Rivers TMS OnLine Servers (database or application/web servers).

4.0 LOGISTICS

4.1 Estimated Delivery

Not applicable as this is a hosting renewal of a live production system.

4.2 Delivery Method

Hosting will be provided from Four Rivers Software Systems in Pittsburgh, PA.

5.0 ESTIMATE

5.1 Estimates contained within this section represent the hours and costs required for your project. Costs can also be found as a line item(s) within the referenced proposal provided to your organization.

5.2 Estimated Hours by Type

SHA-ENT: Enterprise Hosting Services

5.3 Work Beyond the Scope

Additional work beyond this scope will require another SOW to be created at an additional cost.

6.0 CHANGES AFTER CONTRACT

6.1 Any change(s) after acceptance will be billable to DBHDS and require an amendment to the statement of work signed by both parties. A new delivery timeline may be required and DBHDS must send an additional purchase order to cover the additional costs prior to the work beginning.

7.0 CONTRACT

7.1 As part of this Contract, Four Rivers shall create and deliver the solution(s) as detailed above. Four Rivers reserves the right to ownership of the products in which they create. DBHDS acknowledges Four Rivers' claim that the Licensed Software is the proprietary information and a trade secret of Four Rivers and this Contract does not grant Licensee any title or rights of ownership in the Licensed Software. Software may not be modified, translated, copied or transferred without the prior written consent of Four Rivers. Product changes are warranted only for the product family as defined above.

8.0 SIGNATURES

Four Rivers Software Systems, Inc.

By: Henry Wilde Date: 9/21/10
Henry Wilde
Chairman & CEO

Department of Behavioral Health and Developmental Services

By: Joy S. Lazarus Date: 9/23/10
Joy S. Lazarus
Director, Office of Administrative Services